



EPA Region 5 Records Ctr.



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U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section
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January 6, 2003

VIA REGULAR MAIL

G. Robert Hines, Esq.
2525 Kroger Building
1014 Vine Street
Cincinnati, OH 45202
FAX (513) 721-2064
JFB, Inc.
John F. Bushelman Trust

Re: **Skinner Landfill Superfund Site: Ninth Tolling Agreement**

Dear Bob:

Here we go again.

Thanks so much.

Sincerely,

Annette Lang
Trial Attorney

attachment

cc: via regular mail:
Craig Melodia, USEPA, Region 5 (312-886-7160)

NINTH TOLLING AGREEMENT
SKINNER LANDFILL SUPERFUND SITE

This Ninth Tolling Agreement is made and entered by and between the United States and John F. Bushelman Trust and JFB, Inc. ("PRPs").

The United States contends that it has a cause of action against the PRPs, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 through 9675, to reimburse the United States for costs incurred by the United States Environmental Protection Agency (U.S. EPA) in connection with response actions taken at the Skinner Landfill Site (the Site), located in West Chester, Ohio. The U.S. EPA may ask the United States Department of Justice to file a complaint in the United States District Court for the Southern District of Ohio with respect to the alleged cause of action for, at a minimum, reimbursement of response costs incurred in connection with response actions taken at the Site.

The Parties to this Ninth Tolling Agreement desire to eliminate the need for, or to defer, any litigation of CERCLA claims relating to the Site without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

The Parties enter into this Ninth Tolling Agreement to provide time to conduct good faith negotiations and, if appropriate, enter into an agreement that may resolve certain controversies between the Parties.

NOW THEREFORE, the United States and the PRPs stipulate and agree as follows:

1. The Parties agree that, subject to the provisions of Paragraph 5, the period commencing on March 1, 1999, and ending on September 30, 2003, inclusive (the Tolling Period), will not be included in computing the running of any statute of limitations applicable to any action brought by the United States, on behalf of U.S. EPA, pursuant to CERCLA for costs incurred in connection with response actions taken at the Site (Tolled Claims).

2. The Parties further agree that any defenses or claims asserting laches, estoppel, waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. This Ninth Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Ninth Tolling Agreement. Nor does this Ninth Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims.

4. This Ninth Tolling Agreement contains the entire agreement between the PRPs and the United States, and no statement, promise, or inducement made by any Party to this Ninth Tolling Agreement that is not set forth in writing in this Ninth Tolling Agreement will be valid or

binding. This Ninth Tolling Agreement may not be modified except in writing signed by all PRPs and endorsed herein by the United States.

5. It is understood that the United States may terminate settlement negotiations and commence suit at any time upon notice to the PRPs.

6. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Ninth Tolling Agreement and to legally bind such party to all terms and conditions of this document.

7. This Ninth Tolling Agreement is intended to be executed on separate signature pages.

NINTH TOLLING AGREEMENT
SKINNER LANDFILL SUPERFUND SITE

The United States Department of Justice consents to the terms and conditions of this Ninth Tolling Agreement for the Skinner Landfill Superfund Site by its duly authorized representative on this _____ day of _____ 2003.

By: _____

William D. Brighton
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Ninth Tolling Agreement
Skinner Landfill Superfund Site

NINTH TOLLING AGREEMENT
SKINNER LANDFILL SUPERFUND SITE

The authorized representative of JFB, Inc. consents to the terms and conditions of this
Ninth Tolling Agreement for the Skinner Landfill Superfund Site on this
_____ day of _____ 2003.

Name of Individual or Entity

If Entity, Name of Authorized Representative

Signature of Authorized Representative

Title

Name and address where
any Notice should be sent:

Ninth Tolling Agreement
Skinner Landfill Superfund Site

NINTH TOLLING AGREEMENT
SKINNER LANDFILL SUPERFUND SITE

The authorized representative of the John F. Bushelman Trust consents to the terms and conditions of this Ninth Tolling Agreement for the Skinner Landfill Superfund Site on this _____ day of _____ 2003.

Name of Individual or Entity

If Entity, Name of Authorized Representative

Signature of Authorized Representative

Title

Name and address where
any Notice should be sent:

Ninth Tolling Agreement
Skinner Landfill Superfund Site